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11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14

15 MATTHEW R. WALSH

16 Plaintiff,

17 vs.

18 ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,

19 Defendant.
20
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Case No.: 2:25-cv-05340-ODW-RAO

[Assigned to Hon. Otis D. Wright, II,
Courtroom 5D]

**DEFENDANT ROKOKO
ELECTRONICS' NOTICE OF
MOTION TO DISMISS AND
MOTON TO DISMISS
COMPLAINT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: August 4, 2025
Time: 1:30 p.m.
Place: Dept. 5D

[Concurrently filed with Declaration of
Katherine Ellena; Request for Judicial
Notice; and [Proposed] Order]

State Court Action Filed: May 12, 2025
Removal Date: June 12, 2025
Trial Date: None

1 **TO THE HONORABLE COURT, THE CLERK, AND PLAINTIFF**
2 **APPEARING PRO SE:**

3 PLEASE TAKE NOTICE that on **August 4, 2025**, at 1:30 p.m., or as soon
4 thereafter as counsel may be heard, in the courtroom of Judge Otis D. Wright, II, located
5 at 350 W. 1st Street, Los Angeles, CA 9012, Defendant Rokoko Electronics (“Rokoko”)
6 will and hereby does move the Court for an order dismissing the Complaint filed by
7 Plaintiff Matthew R. Walsh in its entirety, pursuant to Federal Rule of Civil Procedure
8 12(b)(1) and 12(b)(6), on the grounds that the Plaintiff lacks subject matter jurisdiction
9 with respect to certain causes of action and has failed to state a claim upon which relief
10 can be granted as to all causes of action.

11 This Motion is made following the June 19, 2025 and June 26, 2025 meet and
12 confer discussions between counsel for Rokoko and the Plaintiff pursuant to Local Rule
13 7-3. *See* Certification of Katherine Ellena attached hereto.

14 This Motion to Dismiss is based on this Notice of Motion, the supporting
15 Memorandum of Points and Authorities, Request for Judicial Notice, all of the
16 pleadings, filings, and records in this proceeding, all other matters of which the Court
17 may take judicial notice, and any argument and evidence that may be presented to or
18 considered by the Court prior to its ruling.

21 DATED: June 26, 2025

REED SMITH LLP

23 By: /s/ Katherine J. Ellena
Katherine J. Ellena
Michael Galibois (*pro hac vice*)
Emily Graue (*pro hac vice*)

25 *Attorneys for Defendant*
26 *Rokoko Electronics*

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1 **I. INTRODUCTION**

2 This action arises out of the sale of several Rokoko Electronics (“Rokoko”)
3 products to Plaintiff in 2020, 2021, and 2023. In his Complaint, Plaintiff asserts
4 fourteen causes of action, all of which fail to state a claim upon which relief may be
5 granted and should be dismissed with prejudice for the following reasons.

6 **First**, Plaintiff has failed to satisfy the elements of a tortious interference claim,
7 instead asserting vague and conclusory allegations that he has “valid contracts” with
8 third parties that have been impacted by Rokoko. Such “valid contracts” are not pled
9 with any specificity, nor are there any allegations that Rokoko had actual knowledge of
10 those contracts, that Rokoko intentionally acted in an effort to disrupt those contracts,
11 or that Plaintiff has suffered any damages as a result that were proximately caused by
12 Rokoko.

13 **Second**, Plaintiff’s claim under California’s Song-Beverly Consumer Warranty
14 Act fails as a matter of law because Plaintiff admits that he purchased Rokoko’s product
15 for his video game production (a commercial use to which Song-Beverly does not
16 apply), any warranty on Rokoko’s hardware products was limited to one year after
17 delivery (which it is permitted to do under the law), and Rokoko has expressly
18 disclaimed any warranties with respect to Plaintiff’s use of its Services (which it is also
19 permitted to do under the law).

20 **Third**, Plaintiff has not pled any of the necessary elements of a false advertising
21 claim, which is solely premised on Rokoko’s disclaimer of warranties with respect to
22 its Services. The Complaint is devoid of any allegations that there was a
23 misrepresentation, that Plaintiff justifiably relied on that misrepresentation, or that
24 Rokoko intended to deceive Plaintiff.

25 **Fourth**, Plaintiff’s UCL and CLRA claims fail as a matter of law for several
26 reasons. Plaintiff has not sufficiently alleged that Rokoko was aware of any purported
27 defect in its products at the time of sale, Plaintiff is not a “consumer” within the meaning
28 of CLRA, Plaintiff failed to comply with CLRA’s pre-suit notice requirements, and

1 Plaintiff's UCL claim is derivative of his insufficient Song-Beverly and CLRA claims.

2 **Fifth**, Plaintiff's misappropriation and infringement claims fail as a matter of law
3 because Plaintiff has failed to sufficiently allege what exactly he claims constitutes
4 protected intellectual property or that any such property was misappropriated by
5 Rokoko.

6 **Sixth**, Plaintiff's DMCA claim fails as a matter of law because Plaintiff failed to
7 make an affirmative showing that Rokoko intentionally removed or altered CMI.

8 **Seventh**, Plaintiff's claim for "unconscionable contract terms" is not a proper
9 cause of action and therefore fails as a matter of law.

10 **Eighth**, Plaintiff's claim for "illegal deployment of code and privacy violations"
11 fails as a matter of law because he has not alleged a cognizable claim under the CFAA
12 and CDAFA.

13 **Lastly**, all of Plaintiff's fraud claims fails as a matter of law because he has not
14 satisfied any of the necessary elements—let alone the heightened pleading standard
15 under FRCP 9(b).

16 **II. BACKGROUND**

17 Rokoko is a developer of motion capture and animation technology products
18 principally located in Copenhagen, Denmark. Compl., 7:23-25. Plaintiff, a self-
19 proclaimed video game developer, purchased products from Rokoko on August 28,
20 2020, September 10, 2020, and April 7, 2023. *See* Request for Judicial Notice ("RJN"),
21 Exs. 1-3.

22 On May 12, 2025, Plaintiff filed the Complaint that is the subject of this action
23 in the Superior Court of California (the "State Court Action") in *pro per*. Dkt. No. 1-1.
24 On May 14, 2025, Rokoko was personally served with a copy of the Complaint and, on
25 June 12, 2025, Defendant removed the State Court Action to the United States District
26 Court, Central District of California. Dkt. Nos. 1; 1-2.

27 The Complaint contains unfounded allegations that Rokoko has refused to
28 provide replacement hardware or parts for the products Plaintiff purchased and that

1 Rokoko has somehow violated various laws through “an international enterprise
2 allegedly built on deception, fraud, and the unauthorized commercialization of user-
3 created intellectual property.” Compl., 5:25-26.

4 Plaintiff’s 80-page Complaint asserts fourteen separate “causes of action”
5 ranging from tortious interference, to various fraud-based claims, to misappropriation
6 of intellectual property.

7 **III. ARGUMENT**

8 **A. Legal Standards.**

9 **1. Federal Rule of Civil Procedure 9(b).**

10 Rule 9(b) requires that claims grounded in fraud “state with particularity the
11 circumstances constituting fraud.” Fed. R. Civ. P. 9(b). To satisfy this heightened
12 standard, “claims sounding in fraud must allege ‘an account of the time, place, and
13 specific content of the false representations as well as the identities of the parties to the
14 misrepresentations.’” *Davidson v. Apple, Inc.*, No. 16-CV-04942-LHK, 2017 WL
15 976048, at *4 (N.D. Cal. Mar. 14, 2017) (quoting *Swartz v. KPMG LLP*, 476 F.3d 756,
16 764 (9th Cir. 2007)) (per curiam). When asserting a fraud-based claim, the plaintiff
17 must also set forth “what is false or misleading about a statement, and why it is false.”
18 *Id.* (quoting *Ebeid ex rel. U.S. v. Lungwitz*, 616 F.3d 993, 998 (9th Cir. 2010)).

19 **2. Federal Rule of Civil Procedure 12(b)(1).**

20 The Article III “case or controversy” requirement “ensure[s] that federal courts
21 do not exceed their authority” by limiting their subject matter jurisdiction to cases in
22 which plaintiffs have standing. *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338 (2016). To
23 plead Article III standing, “the plaintiff must ‘clearly ... allege facts demonstrating’”
24 that it has suffered an injury in fact, i.e. “‘an invasion of a legally protected interest’
25 that is ‘concrete and particularized’ and ‘actual or imminent, not conjectural or
26 hypothetical.’” *Id.* at 338–339 (quoting *Lujan v. Defenders of Wildlife*, 504 U.S. 555,
27 560 (1992)). Where a defendant challenges a plaintiff’s Article III standing based on
28 the insufficiency of the allegations in the complaint, a court applies the same standard

of review it applies on a motion to dismiss under Rule 12(b)(6). *See Stevens v. Harper*, 213 F.R.D. 358, 370 (E.D. Cal. 2002) (“On a motion to dismiss for lack of standing, ... the court is not obliged to accept allegations of future injury which are overly generalized, conclusory, or speculative” and “[i]n the absence of such specific factual allegations, the court may not assume that jurisdiction exists by ‘embellishing otherwise deficient allegations of standing.’” (cleaned up); *see also Colony Cove Props., LLC v. City of Carson*, 640 F.3d 948, 955 (9th Cir. 2011) (applying *Iqbal*’s standards to a motion to dismiss for lack of subject matter jurisdiction and for failure to state a claim).

3. Federal Rule of Civil Procedure 12(b)(6).

Rule 12(b)(6) requires dismissal of complaints that “fail to state a claim upon which relief can be granted.” Fed. R. Civ. P. 12(b)(6). To survive a Rule 12(b)(6) motion, a complaint’s “[f]actual allegations must be enough to raise a right to relief above the speculative level.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). This “requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.” *Id.*

In ruling on a FRCP 12(b)(6) motion, “courts are not bound to accept as true a legal conclusion couched as a factual allegation.” *Id.* (citation omitted). Courts also do not have to “accept as true allegations...that are merely conclusory, unwarranted deductions of fact, or unreasonable inferences.” *Daniels-Hall v. National Educ. Ass’n*, 629 F.3d 992, 998 (9th Cir. 2010) (citing *Manzarek v. St. Paul Fire & Marine Ins. Co.*, 519 F.3d 1025, 1031 (9th Cir. 2008)). On such a motion, the Court may consider “documents incorporated into the complaint by reference, and matters of which a court may take judicial notice.” *Tellabs, Inc. v. Makor Issues & Rights, Ltd.*, 551 U.S. 308, 322 (2007). The Court may also consider exhibits attached to a motion to dismiss which are: (1) central to the plaintiff’s claim; and (2) undisputed. *See Knievel v. ESPN*, 393 F.3d 1068, 1076 (9th Cir. 2005).

B. Plaintiff Fails To Properly Plead His Tortious Interference Claim.

“The elements of a claim of interference with prospective economic advantage

are: (1) an economic relationship between the plaintiff and some third party, with the probability of future economic benefit to the plaintiff; (2) the defendant’s knowledge of the relationship; (3) intentional [or negligent] acts on the part of the defendant designed to disrupt the relationship; (4) actual disruption of the relationship; and (5) economic harm to the plaintiff proximately caused by the acts of the defendant.” *Crown Imports, LLC v. Superior Court*, 223 Cal. App. 4th 1395, 1404 (2014). Plaintiff must also establish that Rokoko engaged in an independently wrongful act. *See Della Penna v. Toyota Motor Sales, U.S.A., Inc.*, 11 Cal. 4th 376, 393 (1995). “An act is independently ‘wrongful’ if it is unlawful, *i.e.*, ‘if it is proscribed by some constitutional, statutory, regulatory, common law, or other determinable legal standard.’” *Pac. Steel Grp. v. Com. Metals Co.*, 600 F. Supp. 3d 1056, 1081 (N.D. Cal. 2022).

Here, Plaintiff’s Complaint does allege any of the necessary elements of a tortious interference claim. First, Plaintiff’s vague allegations that it has “valid contracts” with third parties is insufficient. Compl., 13:4-5. Second, Plaintiff does not allege that Rokoko had actual knowledge of any of the purported valid contracts. Third, Plaintiff does not allege that Rokoko intentionally acted in a way that was designed to disrupt those contracts. *See name.space, Inc. v. Internet Corp. for Assigned Names & Numbers*, No. CV 12-8676 PA (PLAx), 2013 WL 2151478, at *9 (C.D. Cal. Mar. 4, 2013) (Anderson, J.), *aff’d*, 795 F.3d 1124 (9th Cir. 2015) (dismissing tortious interference with prospective economic advantage claim where plaintiff failed to allege “any intentional actions” by defendant that were “designed to disrupt” plaintiff’s alleged economic relationships or any “evidentiary facts of actual disruption and resulting economic harm.”). Finally, Plaintiff has not pled any facts demonstrating that the purported contracts were actually disrupted or that he has suffered economic harm. Plaintiff’s speculative and attenuated allegations that “[s]imilar game productions . . . can expect \$9M - \$18M for moderate success, \$30M in success” are not sufficient. *See Roy Allan Slurry Seal, Inc. v. Am. Asphalt S., Inc.*, 2 Cal. 5th 505, 515 (2017) (“[A] cause of action for tortious interference has been found lacking when either the

1 economic relationship with a third party is too attenuated or the probability of economic
2 benefit too speculative.”).

3 Accordingly, Plaintiff’s tortious interference claim fails as a matter of law.

4 **C. Plaintiff’s Claim For Violations Of The Song-Beverly Act Fail As A**
5 **Matter Of Law.**

6 “To state a viable claim under California’s Song-Beverly Consumer Warranty
7 Act (“Song-Beverly”), a plaintiff must plead sufficiently a breach of warranty under
8 California law.” *Baltazar v. Apple Inc.*, No. CV-10-3231-JF, 2011 WL 588209, at *3
9 (N.D. Cal. Feb. 10, 2011); *Birdsong v. Apple Inc.*, 590 F.3d 955, 958 n.2 (9th Cir. 2009)
10 (“The substantive elements [of a warranty of merchantability per the California
11 Commercial Code] are the same under the Song-Beverly Act Thus, because we
12 conclude that the plaintiffs have failed to state a claim for breach of an express or
13 implied warranty, their claims under [the Song-Beverly Act] are also properly
14 dismissed.”). Under Song-Beverly, every retail sale of consumer goods in California
15 includes an implied warranty by the manufacturer and the retail seller that the goods are
16 merchantable unless the goods are expressly sold as is or with all faults. Civ. Code, §§
17 1791.3, 1792; *Mexia v. Rinker Boat Co., Inc.*, 174 Cal. App. 4th 1297, 1298 (2009); *see*
18 *also Jones v. Credit Auto Center, Inc.*, 237 Cal. App. 4th Supp. 1, 8 (2015). “Consumer
19 goods” within the meaning of the Song-Beverly Act is limited to “any new product or
20 part thereof that is used, bought, or leased for use *for personal, family, or household*
21 *purposes*.” Cal. Civ. Code § 1791(a) (emphasis added). Plaintiff’s Song-Beverly Act
22 claim fails as a matter of law for several reasons.

23 First, as is alleged throughout the entirety of Plaintiff’s Complaint, Plaintiff
24 purchased the Rokoko products for *commercial use*, not personal use. *See e.g.*, Compl.,
25 10:25-26 (alleging that his “video game production [was] materially halted and delayed
26 due to Defendant’s failure to perform.”); Compl., 12:11-12 (alleging that Plaintiff
27 “cannot complete the animations [for his purported video game] without Defendant’s
28 equipment being operational.”); Compl., 15:5-6 (“Plaintiff alleges that his video game

1 production has experienced unrecoverable damages due to Defendant’s willful
2 violations of the SONG-BEVERLY Act”). Because Plaintiff cannot allege any facts to
3 cure his express allegations that the Rokoko products were purchased for the purpose
4 of his video game production—and not for personal use—Plaintiff’s claim fails as a
5 matter of law. *See Pac. Pulp Molding, Inc. v. Burchfield*, 2016 U.S. Dist. LEXIS
6 153769, *20-21 (S.D. Cal. Jan. 26, 2016) (dismissing with prejudice plaintiff’s Song-
7 Beverly Act claim because the product at issue was intended for commercial use and
8 excluded from the definition of consumer goods).

9 Second, even if Plaintiff could state a cognizable claim for consumer goods under
10 the Song-Beverly Act—he cannot—such a claim is barred because he did not bring his
11 claim within one year after purchasing the products. *See* Civ. Code § 1791.1 (noting
12 that the Song-Beverly Act provides that the implied warranty of merchantability shall
13 last “no [] more than one year following the sale of new consumer goods to a retail
14 buyer.”). “The Song-Beverly Act does not include its own statute of
15 limitations.” *Mexia*, 174 Cal. App. 4th at 1305-06. Instead, “the statute of limitations
16 for an action for breach of warranty under the Song-Beverly Act is governed by . . . the
17 Uniform Commercial Code: section 2725.” *Id.*; *see also Jensen v. BMW of North*
18 *America, Inc.*, 35 Cal. App. 4th 112, 132 (1995); *Carrau v. Marvin Lumber & Cedar*
19 *Co.*, 93 Cal. App. 4th 281, 297 (2001). Pursuant to section 2725, the statute of
20 limitations may be reduced “to not less than one year” (Com. Code § 2725) and a claim
21 for violation of the Song-Beverly Act accrues upon delivery of the product. *See, e.g.,*
22 *Mandani v. Volkswagen Grp. of Am., Inc.*, No. 17-CV-07287-HSG, 2020 WL 3961975,
23 at *3 (N.D. Cal. July 13, 2020) (recognizing that claim for breach of implied warranty
24 under Song-Beverly Act accrues upon delivery).

25 Here, by Plaintiff’s own allegations, Rokoko limited the statute of limitations on
26 any warranty claim for the hardware products that he purchased to one year, as it is
27 permitted to do under the law. *See* Compl., 23:12-13, *id.*, Ex. 61. Plaintiff’s claim thus
28 accrued upon delivery of the products on or about September 18, 2020, December 23,

2020, and April 11, 2023. *See* Compl., 19:25; 20:6; *see also* RJN, Exs. 1-3 (purchase orders), 5-6 (one-year warranties). Accordingly, Plaintiff's Song-Beverly Act claim is time-barred and must be dismissed. *See* Com. Code § 2725; *Mandani*, 2020 WL 3961975, at *3 (dismissing Song-Beverly claim as time-barred).

Furthermore, Plaintiff concedes that, to the extent his Song-Beverly claim relates to Rokoko's Services, Rokoko has expressly disclaimed any warranties and the Song-Beverly Act is therefore inapplicable to any issues Plaintiff has with Rokoko's Services. *See* Compl., 23:22-24:5; *see also* Civ. Code, §§ 1791.3, 1792; *Mexia*, 174 Cal. App. 4th at 1298.¹

Accordingly, Plaintiff's Song-Beverly claim fails as a matter of law and should be dismissed without leave to amend.

D. Plaintiff False Advertising Claim Fails As A Matter Of Law.

To state a cause of action for false advertising, the plaintiff must plead and prove (1) the defendant made a false or misleading representation; (2) the representation is likely to deceive a reasonable consumer; (3) the representation is related to a product or service offered for sale; (4) the defendant knew or should have known the representation was false. *See* Bus. & Prof. Code § 17500.

The Complaint is devoid of any alleged misrepresentation made by Rokoko. Insofar as Plaintiff's false advertising claim alleges that Rokoko's Terms state that Plaintiff's use of Rokoko's **Services** are provided "as-is" and without warranty, such statements are not false or misleading, and therefore do not sufficiently support a cause of action for false advertising.

Accordingly, Plaintiff's false advertising claim fails as a matter of law and should be dismissed without leave to amend.

¹ *See* RJN, Ex. 4 (<https://www.rokoko.com/terms> (Section 16 - Disclaimer of Warranties; Limitation of Liability)).

E. Plaintiff's Claims For UCL And CLRA Fail As A Matter Of Law.²

1. Plaintiff Has Not Alleged That Rokoko Was Aware Of A Defect At The Time Of Sale.

To state a claim for violation of the UCL and the CLRA, Plaintiff "must sufficiently allege that a defendant was aware of a defect at the time of sale to survive a motion to dismiss." *Wilson v. Hewlett-Packard Co.*, 668 F.3d 1136, 1145 (9th Cir. 2012) (dismissing UCL and CLRA claims because plaintiffs failed to allege facts showing that the defendants knew of the alleged defect at the time of sale); *Baba v. Hewlett-Packard Co.*, 2011 WL 317650, at *6 (N.D. Cal. Jan. 28, 2011) (finding CLRA and UCL claims "require[] a plausible basis for asserting that defendants had knowledge of the alleged defect"). Plaintiff must "allege how the defendant obtained knowledge of the specific defect prior [to] the plaintiff's purchase of the defective product." *Stewart v. Electrolux Home Products, Inc.*, 2018 WL 339059, at *7 (E.D. Cal. Jan. 9, 2018). Conclusory allegations are insufficient; a plaintiff must provide a "factual basis" showing how a defendant would have been aware of the alleged defect. *Id.* at *8.

Here, Plaintiff alleges no facts showing how Rokoko would have been aware of the alleged defects prior to the sales. In fact, Plaintiff's UCL and CLRA claims are completely devoid of any factual allegations that would support such claims. *See* Compl., 32:1-25 (Fifth and Sixth Causes of Action).

Courts also regularly reject CLRA claims like Plaintiff's where a plaintiff fails to allege he heard, saw, relied on, or was otherwise harmed by alleged misrepresentations at the time of sale. *See Durell v. Sharp Healthcare*, 183 Cal. App. 4th 1350, 1367 (2010) (affirming sustained demurrer on CLRA claim for failure to plead reliance on the alleged misrepresentation at the time of sale); *Moran v. Prime Healthcare Mgmt., Inc.*, 3 Cal. App. 5th 1131, 1147 (2016); *Stewart*, 2018 WL 1784273, at *5 (E.D. Cal. Apr. 13, 2018) (dismissing CLRA claim because Plaintiff did not sufficiently allege that they saw or relied on fraudulent misrepresentations prior to purchase); *Seldin v. HSN*,

² Plaintiff's "Deceptive Business Practices" claim is duplicative of his CLRA claim.

1 *Inc.*, 2018 WL 3570308, at *4 (S.D. Cal. July 25, 2018).

2 **2. Plaintiff Is Not A “Consumer” Within The Meaning Of CLRA.**

3 The CLRA provides that “unfair methods of competition and unfair or deceptive
4 acts or practices undertaken by any person in a transaction intended to result or which
5 results in the sale or lease of goods or services to any consumer are unlawful.” Civ.
6 Code § 1770. Like Plaintiff’s UCL and false advertising claims, “only those statements
7 . . . that are ‘likely to deceive’ a ‘reasonable consumer’ are actionable under the . . .
8 CLRA.” *Shaeffer v. Califia Farms, LLC*, 44 Cal. App. 5th 1125, 1137 (2020) (quoting
9 *Consumer Advocs. v. Echostar Satellite Corp.*, 113 Cal. App. 4th 1351, 1360 (2003)).
10 To have standing, a plaintiff must be a “consumer” or “an individual who seeks or
11 acquires, by purchase or lease, any goods or services for personal, family, or household
12 purposes.” *See Balsam v. Trancos, Inc.*, 203 Cal. App. 4th 1083, 1088 (2012) (quoting
13 Cal. Civ. Code § 1761(d)).

14 Plaintiff’s CLRA claim fails because he is not a “consumer” within the meaning
15 of the CLRA. To qualify as a “consumer” under the CLRA, a plaintiff must purchase
16 products or services for “personal, family, or household purposes.” As is evident
17 throughout the Complaint, Plaintiff admits that he purchased products from Rokoko for
18 his *professional use*, not for “personal, family, or household purposes.” The Complaint
19 alleges that Plaintiff is a “video game developer” and that his “video game production
20 has experienced unrecoverable damages” due to Rokoko. *See Compl.*, 5:4; 15:5-6.

21 **3. Plaintiff Failed To Comply With CLRA’s Pre-Suit Notice**
22 **Requirements.**

23 Even if Plaintiff stated claims for violation of the CLRA (which he has not), the
24 claims nevertheless fail because Plaintiff did not comply with the CLRA’s pre-suit
25 notice requirements. The CLRA requires that a consumer notify the defendant in
26 writing with *adequate specificity* of the consumer’s alleged CLRA claims thirty days
27 prior to bringing a claim. Civ. Code § 1782. “A plaintiff seeking damages under the
28 CLRA must advise the defendant of ‘the particular alleged violations’ of the statute.”

1 *Frenzel v. AliphCom*, 76 F. Supp. 3d 999, 1016 (N.D. Cal. 2014). If a plaintiff does not
2 provide the “particularized notice” required by the CLRA, the CLRA claim must be
3 dismissed. *Roybal v. Equifax*, 2008 WL 4532447, at *10 (E.D. Cal. Oct. 9, 2008). The
4 notice requirement is “strictly applied.” *Allen v. Similasan Corp.*, 2013 WL 5436648,
5 at *2 (S.D. Cal. Sept. 27, 2013).

6 Here, Plaintiff vaguely alleges that he provided notice pursuant to CLRA’s
7 requirements “in or about June 2025 by certified mail.” Compl., 32:10-11. The
8 Complaint asserting the CLRA claim was filed on May 12, 2025, *before* Plaintiff’s
9 purported notice. Moreover, Exhibit 37 to the Complaint to which Plaintiff cites is not
10 a notice pursuant to CLRA.

11 **4. Plaintiff’s UCL Claim Is Derivative Of His CLRA and Song-**
12 **Beverly Act Claims.**

13 Moreover, where a UCL claim is dependent on another claim and that claim fails,
14 the UCL claim also fails. *See Ingels v. Westwood One Broadcasting Services, Inc.*, 129
15 Cal. App. 4th 1050, 1060 (2005) (“If the [underlying] claim is dismissed, then there is
16 no unlawful act upon which to base the derivative Unfair Competition claim”); *Javorsky*
17 *v. Western Athletic Clubs, Inc.*, 242 Cal. App. 4th 1386, 1408 (2015) (summarily
18 adjudicating UCL claim where underlying claim for statutory violation was also
19 summarily adjudicated). Because Plaintiff’s UCL claim is entirely derivative of his
20 improperly plead CLRA and Song-Beverly Act claims, the UCL claim also fails.

21 **F. Plaintiff’s Claim For “Misappropriation Of Intellectual Property”**
22 **Fails As A Matter Of Law.**

23 Plaintiff’s “misappropriation of intellectual property claim” fails for several
24 reasons. To start, Plaintiff does not allege *what exactly* he claims is protected
25 intellectual property. To the extent Plaintiff is attempting to state a claim for trade secret
26 misappropriation under California’s Uniform Trade Secrets Act, a prima facie claim
27 “requires the plaintiff to demonstrate: (1) the plaintiff owned a trade secret, (2) the
28 defendant acquired, disclosed, or used the plaintiff’s trade secret through improper

1 means, and (3) the defendant’s actions damaged the plaintiff.” *Magic Laundry Servs.,*
2 *Inc. v. Workers United Serv. Emps. Int’l Union*, No. CV-12-9654-MWF (AJWx), 2013
3 WL 1409530, at *3 (C.D. Cal. Apr. 8, 2013). Plaintiff has failed to allege even one,
4 much less all three, of these essential elements of a claim for misappropriation.

5 **1. Plaintiff Has Not Identified Any Purported Trade Secret With**
6 **The Requisite Specificity.**

7 Under California law, “the alleged trade secrets [must] be specifically
8 identified.” *GeoData Sys. Mgmt., Inc. v. Am. Pac. Plastic Fabricators, Inc.*, No. CV
9 15-04125 MMM (JEMx), 2015 WL 12731920, at *11 (C.D. Cal. Sept. 21, 2015)
10 (citation omitted). Although the plaintiff need not spell out every detail of the alleged
11 trade secret to avoid dismissal, it must “describe the subject matter of the trade secret
12 with sufficient particularity to separate it from matters of general knowledge in the trade
13 or of special knowledge of those persons who are skilled in the trade, and to permit the
14 defendant to ascertain at least the boundaries within which the secret lies.” *Id.* (citation
15 omitted). “On a motion to dismiss, the burden is on the plaintiff to identify protectable
16 trade secrets and ‘[show] that they exist.’” *CleanFish, LLC v. Sims*, No. 19-CV-03663-
17 HSG, 2020 WL 4732192, at *3 (N.D. Cal. Aug. 14, 2020) (citation omitted, emphasis
18 added). Courts routinely dismiss claims for misappropriation of trade secrets where the
19 plaintiff fails to identify the subject matter of the purported trade secret with specificity.
20 *See, e.g., S. California Inst. of Law v. TCS Educ. Sys.*, No. CV 10-8026 PSG (AJWx),
21 2011 WL 1296602, at *7 (C.D. Cal. Apr. 5, 2011) (granting motion to dismiss where
22 plaintiff alleged that defendant “gained access to plaintiff’s most valuable trade secrets
23 and confidential information”).

24 Plaintiff’s conclusory allegations that “Defendant is using his intellectual
25 property” (Compl., 40:22) are not sufficient to withstand a motion to dismiss. *See,*
26 *e.g., Adams v. Johnson*, 355 F.3d 1179, 1183 (9th Cir. 2004) (“conclusory allegations
27 and unwarranted inferences are insufficient to defeat a motion to dismiss”); *M/A-COM*
28 *Tech. Sols., Inc. v. Litrinium, Inc.*, 2019 U.S. Dist. LEXIS 212479, 2019 WL 6655274,

*10 (C.D. Cal. 2019) (granting motion to dismiss where allegations regarding trade secret misappropriation were conclusory); *Veronica Foods Co. v. Ecklin*, No. 16-CV-07223-JCS, 2017 WL 2806706, at *14 (N.D. Cal. June 29, 2017) (finding allegation that defendants “have made improper and unauthorized use of [plaintiff’s trade secrets] to solicit customers” was too conclusory to survive a motion to dismiss).

2. Plaintiff Has Failed To Plead A Misappropriation.

Plaintiff’s misappropriation claim also fails for the separate and independent reason that he does not allege a misappropriation. The CUTSA defines “misappropriation,” in relevant part, as “(1) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or (2) disclosure or use of a trade secret of another without express or implied consent by a person who . . . [u]sed improper means to acquire knowledge of the trade secret.” Civ. Code § 3426.1(b). The plaintiff must allege facts sufficient to show that the defendant “‘acquired, disclosed, or used the plaintiff’s trade secret *through improper means.*’” *Cytodyn, Inc. v. Amerimmune Pharm., Inc.*, 160 Cal. App. 4th 288, 297 (2008) (emphasis added) (citation omitted). “Improper means” include “theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means.” Civ. Code § 3426.1(a). As with the other elements of misappropriation of trade secrets, the plaintiff may not rely on “conclusory, formulaic allegation[s]” to salvage the element of misappropriation. *Epicor Software Corp. v. Alternative Tech. Solutions, Inc.*, 2013 WL 12130024, at *3 (C.D. Cal. Dec. 2, 2013).

Here, Plaintiff fails to allege a single act by Rokoko where it allegedly sought protected information through improper means. Plaintiff’s allegations that Rokoko “admits to taking intellectual property and misappropriating it to other sources” (Compl., 33:19-22) are unsupported by the documents to which Plaintiff cites or the factual allegations in the Complaint. Similarly, Plaintiff’s allegation that Rokoko’s Terms “specifically outline that Plaintiff and other consumers protected, copyrighted,

1 intellectual property are no longer their own” is false and does not support a
2 misappropriation claim. Compl., 34:6-10. Plaintiff appears to be referring to a
3 provision in Rokoko’s Terms for Services, which is illegible in Plaintiff’s Complaint,
4 but which provides:

5
6 You agree that we may collect and use (i) User Content, (ii) metrics
7 regarding your use of the Services, including evaluating how you use the
8 Services, which shall be referred to as “Usage Data”, (iii) technical data,
9 and (iv) related information that is gathered periodically, (a) to provide the
10 Services, (b) to improve the Services, including developing new
11 features/Services or improving existing features, technologies or products,
12 to facilitate the provision of updates, for product support purposes, (c) to
13 improve any other services or products provided by the Company and (d)
14 to sub-license this to third parties in an anonymized form never to be
15 redistributed in its original form strictly for the purpose of developing and
16 improving their services or products.

17
18 The Terms define “User Content” as “all information and content that you
19 create/generate using, submit to use, or use with or store within the Site and/or Services
20 (including animations, 3D models, images, audio, and related content, as well as user
21 comments)” and specifically state “[e]xcept as otherwise set forth in the Terms, we do
22 not claim ownership over any User Content.”

23 The Terms also provide:

24
25 ***You retain all your rights to User Content*** and are responsible for
26 protecting those rights. You grant us the right to access, use, or modify
27 such User Content only as necessary to provide the Services and carry out
28 our obligations under the Terms, including to correct errors of the Software
and Services and for statistical purposes.

Nothing within Rokoko’s Terms or otherwise support Plaintiff’s allegations that
misappropriated his protected intellectual property through improper means.

Accordingly, Plaintiff’s claim for “misappropriation of intellectual property”
should be dismissed without leave to amend.

G. Plaintiff’s Intellectual Property Infringement Claim Fails As A Matter Of Law.

While Plaintiff’s “intellectual property infringement” claim—like the rest of his Complaint—is far from clear, it appears that Plaintiff is alleging that Rokoko has infringed on copyrighted material. To state a claim for copyright infringement, a plaintiff must allege two elements: “(1) ownership of a valid copyright, and (2) copying of constituent elements of the work that are original.” *Funky Films, Inc. v. Time Warner Entm’t Co., L.P.*, 462 F.3d 1072, 1076 (9th Cir. 2006).

Here, Plaintiff’s Complaint is devoid of any allegations that he is the owner of a valid copyright. The most Plaintiff can point to is a screenshot at Exhibit 137 with the caption “[P]roof of Defendant using the product(s) to generate intellectual property”. Compl., 46:16-17. Because Plaintiff cannot show that he is the valid owner of a copyright that he claims has been infringed upon, leave to amend would be futile. *See Fourth Est. Pub. Benefit Corp. v. Wall-Street.com, LLC*, 139 S. Ct. 881, 887 (2019) (“Before pursuing an infringement claim in court, however, a copyright claimant generally must comply with § 411(a)’s requirement that ‘registration of the copyright claim has been made.’”).

Accordingly, Plaintiff’s claim for “intellectual property infringement” should be dismissed without leave to amend.

H. Plaintiff Fails To State A Claim Under the Digital Millenium Copyright Act.

1. Plaintiff Lacks Standing Due To Failure To Allege A Cognizable Injury.

Only persons “injured by a violation of section 1201 or 1202” are authorized to “bring a civil action” under those provisions. 17 U.S.C. § 1203(a). In addition, Plaintiff “bear[s] the burden of demonstrating that they have [Article III] standing.” *TransUnion LLC v. Ramirez*, 594 U.S. 413, 430–31 (2021); *Steele v. Bongiovi*, 784 F. Supp. 2d 94, 97–98 (D. Mass. 2011) (dismissing DMCA claim for failure to plead injury); *Alan Ross*

1 *Mach. Corp. v. Machinio Corp*, 2019 WL 1317664, at *4 (N.D. Ill. Mar. 22, 2019)
2 (same). As “standing is not dispensed in gross,” a plaintiff must establish standing “for
3 each claim he seeks to press and for each form of relief that is sought.” *Davis v. FEC*,
4 554 U.S. 724, 734 (2008). Standing requires that “the plaintiff’s injury in fact be
5 concrete—that is, real and not abstract.” *TransUnion*, 594 U.S. at 424, 426 (courts
6 “cannot treat an injury as concrete for Article III purposes based only on Congress’s
7 say-so”). A plaintiff must allege an injury with a “close historical or common-law
8 analogue” such as “physical, monetary, or cognizable intangible harm traditionally
9 recognized as providing a basis for a lawsuit in American courts,” to plead a concrete
10 injury. *Id.* at 424, 427.

11 Here, Plaintiff does not allege any cognizable injury stemming from Rokoko’s
12 alleged removal of CMI at all. Compl., 47:20-49:18. Accordingly, Plaintiff lacks both
13 Article III standing and statutory standing under Section 1203.

14 **2. Plaintiff Fails To State A Claim Under § 1202(b)(1).**

15 Even if Plaintiff had standing—he does not—his DMCA claim must still be
16 dismissed. To state a claim under Section 1202(b)(1), Plaintiff must make an
17 affirmative showing that Rokoko “intentionally remov[ed] or alter[ed] copyright
18 management information” and distributed the information with knowledge that it had
19 been removed or altered “without authority of the copyright owner or the law.” 17
20 U.S.C. § 1202(b); *see also Stevens v. Corelogic, Inc.*, 899 F.3d 666, 674 (9th Cir. 2018)
21 (requiring plaintiff to demonstrate “pattern of conduct or modus operandi” to establish
22 the requisite mental state); *Falkner v. Gen. Motors LLC*, 393 F. Supp. 3d 927, 938 (C.D.
23 Cal. 2018).

24 Here, Plaintiff’s Complaint does not contain a single allegation that (1) CMI was
25 intentionally removed or altered by Rokoko or (2) that Rokoko did so with a culpable
26 mental state. Plaintiff’s allegations that Rokoko allegedly transmitted “metadata” does
27 not state a sufficient Section 1202(b) claim. Compl., 49:1-3. Moreover, the metadata
28 which Plaintiff describes (i.e., “the author . . . the version of software that was used to

1 create it, a globally unique identifier, serial number(s) specific to this hardware”
2 (Compl., 47:21-25)) does not constitute CMI. *Mills v. Netflix, Inc.*, No. CV 19-7618-
3 CBM-(AGRx), 2020 WL 548558, at *9 (C.D. Cal. Feb. 3, 2020) (granting motion to
4 dismiss where plaintiff referred to “other metadata” and failed to identify the copyright
5 management information contained in the “other metadata” that was allegedly removed
6 or altered); *Harrington v. Pinterest, Inc.*, No. 5:20-cv-05290-EJD, 2022 WL 4348460,
7 at *10-11 (N.D. Cal. Sep. 19, 2022) (“an allegation of wholesale metadata removal,
8 without more, does not suffice” to allege intentional removal of copyright management
9 information).

10 Accordingly, Plaintiff’s DMCA claim fails as a matter of law and should be
11 dismissed with prejudice.

12 **I. Plaintiff’s “Unconscionable Contract Terms” Claim Fails As A Matter**
13 **Of Law.**

14 Civ. Code section 1670.5 does not support an affirmative cause of action under
15 California law. *See Dean Witter Reynolds, Inc. v. Superior Court*, 211 Cal. App. 3d
16 758, 766 (1989) (“[T]he language of Civil Code section 1670.5 does not support the
17 bringing of an affirmative cause of action thereunder for including an unconscionable
18 clause in a contract.”); *Jones v. Wells Fargo Bank*, 112 Cal. App. 4th 1527, 1539
19 (2003) (under California law, “there is no cause of action for unconscionability” and
20 the “doctrine is only a defense to contract enforcement”). Accordingly, Plaintiff’s tenth
21 cause of action fails as a matter of law.

22 **J. Plaintiff’s Claim For “Illegal Deployment Of Code & Privacy**
23 **Violations” Fails As A Matter Of Law.**

24 Plaintiff has failed to allege sufficient facts to state a cognizable claim under the
25 CFAA. “The CFAA prohibits a number of different computer crimes, the majority of
26 which involve accessing computers without authorization or in excess of authorization,
27 and then taking specified forbidden actions, ranging from obtaining information to
28 damaging a computer or computer data.” *LVRC Holdings LLC v. Brekka* (9th Cir. 2009)

1 581 F.3d 1127, 1130-1131; *see also* 18 U.S.C. § 1030(a)(1)-(7). In order to state a
2 claim for violation of the CFAA, “[a] private plaintiff must prove that the defendant
3 violated one of the provisions of § 1030(a)(1)-(7), and that the violation involved one
4 of the factors listed in § 1030(a)(5)(B).” *Id.* Here, Plaintiff generally alleges a violation
5 of the CFAA, but he fails to allege a specific violation of subsections (a)(1) through
6 (a)(7).

7 Plaintiff’s claim under Penal Code § 502 equally fails. The CDAFA is
8 California’s “anti-hacking statute.” *See People v. Gentry*, 234 Cal. App. 3d 131, 141
9 n.8 (1991). Its legislative purpose was “to deter and punish . . . browsers and hackers—
10 outsiders who break into a computer system to obtain or alter the information contained
11 there” *Id.* (internal quotes and citation); *see also Integral Dev. Corp. v. Tolat*, 2013
12 WL 5781581, at *3-4 (N.D. Cal. Oct. 25, 2013) (referring to Section 502 and its federal
13 counterpart as “anti-hacking statutes”). Subsection 502(c)(1) imposes criminal liability
14 on any person who “[k]nowingly accesses and without permission alters, damages,
15 deletes, destroys, or otherwise uses any data, computer, computer system, or computer
16 network in order to either (A) devise or execute any scheme or artifice to defraud,
17 deceive, or extort, or (B) wrongfully control or obtain money, property, or data.”
18 Subsection 502(c)(2), meanwhile, imposes criminal liability on any person who
19 “[k]nowingly accesses and without permission takes, copies, or makes use of any data
20 from a computer, computer system, or computer network, or takes or copies any
21 supporting documentation, whether existing or residing internal or external to a
22 computer, computer system, or computer network.” Penal Code § 502. The Complaint
23 fails to state a claim under either subsection.

24 Under the CDAFA, “[a]ccess’ means to gain entry to, instruct, or communicate
25 with the logical, arithmetical, or memory function resources of a computer, computer
26 system, or computer network.” Penal Code § 502(b)(1). CDAFA thus “defines ‘access’
27 in terms redolent of ‘hacking’ or breaking into a computer.” *Chrisman v. City of Los*
28 *Angeles*, 155 Cal. App. 4th 29, 34 (2007). Plaintiff does not allege that Rokoko

1 “accessed” Plaintiff’s computer at all. Compl., 55:8-56:12. Instead, Plaintiff alleges
2 that Rokoko “created, enabled and actively uses a secret backdoor within Plaintiff’s
3 software which allows them to send remote client-side code of any type, directed not
4 only at Plaintiff but at any specific user, and execute it at will on that users machine
5 without authorization or their knowledge.” *Id.*, 55:8-14. Even crediting the
6 Complaint’s allegations as true, “[a]ccessing plaintiffs’ information ... is not the same
7 thing as accessing plaintiffs’ computer systems, even if that information was at some
8 point stored on those computers.” *New Show Studios LLC v. Needle*, No. 2:14-cv-
9 01250-CAS (MRWx), 2014 WL 2988271, at *6 (C.D. Cal. June 30, 2014) (holding that
10 plaintiffs failed to state a claim under the CDAFA).

11 Plaintiff has also failed to allege access “without permission” under the CDAFA.
12 Access “without permission” requires accessing a computer “in a manner that
13 circumvents technical or code based barriers in place to restrict or bar a user’s access.”
14 *In re Google Android Consumer Priv. Litig.*, 2013 WL 1283236, at *11 (N.D. Cal. Mar.
15 26, 2013) (citation omitted). The Complaint contains no allegations that Rokoko
16 accessed Plaintiff’s computer at all, let alone that it circumvented technical or code-
17 based barriers to do so. *See, e.g., Perkins v. LinkedIn Corp.*, 53 F. Supp. 3d 1190, 1219
18 (N.D. Cal. 2014) (finding plaintiffs’ complaint insufficient to allege a Section 502
19 violation where complaint’s allegations lack “specificity regarding what technical or
20 code-based barriers were in place,” “who overcame those barriers and how”).

21 Finally, Plaintiff has failed to allege any “damage or loss” under Section 502,
22 which it is required to do to withstand a motion to dismiss. *Id.*, 1219 (dismissing claim
23 where the plaintiff did not “adequately allege[] . . . tangible harm from the alleged
24 Section 502 violations).

25 Accordingly, Plaintiff claim for “illegal deployment of code and privacy
26 violations” should be dismissed without leave to amend.

27 **K. Plaintiff’s Fraud-Based Claims Fail As A Matter Of Law.**

28 “The Federal Rules of Civil Procedure, like other provisions of federal law,

1 govern the mode of proceedings in federal court after removal.” *Granny Goose Foods,*
2 *Inc. v. Bhd. of Teamsters & Auto Truck Drivers Local No. 70 of Alameda Cty.*, 415 U.S.
3 423, 438 (1974); Fed. R. Civ. P. 81(c). Rule 9(b)’s heightened pleading standard
4 therefore governs Plaintiff’s fraud claims. *Khan v. Citimortgage Inc.*, 975 F. Supp. 2d
5 1127, 1139 n.2 (Rule 9(b)’s “particularity requirement applies to state law causes of
6 action”). To survive a motion to dismiss, fraud allegations must be accompanied by
7 “the who, what, when, where, and how” of the misconduct charged. *Cooper v. Pickett*,
8 137 F.3d 616, 627 (9th Cir. 1997). “The plaintiff must set forth what is false or
9 misleading about a statement, and why it is false.” *In re GlenFed, Inc. Sec. Litig.*, 42
10 F.3d 1541, 1548 (9th Cir. 1994).

11 **1. Plaintiff Has Not Sufficiently Pled Claims For Fraud In The**
12 **Inducement, Fraudulent Misrepresentation Or Fraudulent**
13 **Concealment.**

14 A claim for fraud requires the following elements: “(a) a misrepresentation (false
15 representation, concealment, or nondisclosure); (b) scienter or knowledge of its falsity;
16 (c) intent to induce reliance; (d) justifiable reliance; and (e) resulting damage.” *Hinesley*
17 *v. Oakshade Town Center*, 135 Cal. App. 4th 289, 294 (2005) (citing *Lazar v. Superior*
18 *Court*, 12 Cal. 4th 631, 638 (1996)).

19 Here, Plaintiff has failed to satisfy any of the elements of fraud—let alone his
20 heightened pleading burden—because the Complaint fails to even articulate what the
21 fraud is that Rokoko supposedly perpetrated, who engaged in the fraud, when the
22 fraudulent activity occurred, why Rokoko’s conduct was anything but proper, or what
23 about the alleged misstatements was false. For example, the single paragraph allegation
24 in Plaintiff’s fraudulent inducement cause of action states:

25 [C]onsumers were provided an alternate reality from actuality and at all
26 times Defendant knew it would be relied on so that they could defraud
27 those individual of intellectual property and monetary resources alike
28 while simultaneously forcing them to agree to unconscionable terms and
conditions without any knowledge of those conditions whatsoever.

1 Compl., 56:19-25.

2 Because such allegations plainly do not satisfy Plaintiff's high pleading standard,
3 Plaintiff Complaint should be dismissed with prejudice as to his fraud claims.

4 **2. Plaintiff's Fraud Claims Are Also Barred By The Economic**
5 **Loss Doctrine.**

6 Plaintiff's fraud claims also independently fail because they are barred by the
7 economic loss doctrine. The economic loss doctrine provides that "[i]n general, there
8 is no recovery in tort for negligently inflicted 'purely economic losses,' meaning
9 financial harm unaccompanied by physical or property damage." *Sheen v. Wells Fargo*
10 *Bank, N.A.*, 12 Cal. 5th 905, 922 (2022). "Simply stated, the economic loss rule
11 provides: '[W]here a purchaser's expectations in a sale are frustrated because the
12 product he bought is not working properly, his remedy is said to be in contract alone,
13 for he has suffered only 'economic losses.'" *Robinson Helicopter Co., Inc. v. Dana*
14 *Corp.*, 34 Cal. 4th 979, 988 (2004). "The economic loss rule requires a purchaser to
15 recover in contract for purely economic loss due to disappointed expectations, unless
16 he can demonstrate harm above and beyond a broken contractual promise." *Id.* The
17 economic loss doctrine bars claims of fraud to recover pure economic losses. *See*
18 *Goldstein v. Gen. Motors LLC*, 517 F. Supp. 3d 1076, 1093 (S.D. Cal. 2021) (holding
19 that the economic loss doctrine bars the plaintiffs' fraudulent concealment claim); *see*
20 *also In re Ford Motor Co. DPS6 Powershift Transmission Prod. Liab. Litig.*, 483 F.
21 Supp. 3d 838, 850 (C.D. Cal. 2020) (holding that "the economic loss rule bars Plaintiff's
22 claim for fraudulent inducement by omission").

23 Here, because Plaintiff seeks purely economic damages allegedly in support of
24 his claims, Plaintiff's fraud claims are barred by the economic loss doctrine.

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1 **IV. CONCLUSION**

2 For the reasons stated herein, the Court should sustain Rokoko's Motion to
3 Dismiss in its entirety without leave to amend.

4
5 DATED: June 26, 2025

REED SMITH LLP

6
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9 Michael Galibois (*pro hac vice*)
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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Defendant Rokoko Electronics, Inc., certifies that this brief contains 6,999 words, which complies with the word limit of L.R. 11-6.2.

DATED: June 26, 2025

/s/ Katherine J. Ellena
Katherine J. Ellena

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